

EXHIBIT A - ADDITIONAL WARRANTIES

CUSTOM INTEGRATED SOLUTIONS (CIS) SOFTWARE INSTALLATION AGREEMENT

This Agreement is made this day of , 200 ("Effective Date") by and between Gateway Companies, Inc., ("Gateway") and ("Customer"). Under the following terms and conditions, Gateway will receive (or furnish), replicate and install ("Software") on Gateway computer products ("Products") purchased by Customer.

1. **Title:** Title or license to copyrights and patents in the Software (and the source and object code associated with the Software) are and shall remain the property of Customer or Customer's licensors. All copies of the Software made by or for Gateway, as well as any and all Software developed by Gateway for Customer's benefit, shall remain the property of Customer. Gateway shall install the Software only on Customer designated Products.
2. **License Grant:** In order to perform this service, Customer hereby grants to Gateway and its affiliates a nonexclusive, nontransferable license and right to internally manufacture, use, and reproduce copies of the Software as contemplated herein. If necessary to fulfill Customer's instructions, such grant shall also include the right to modify, create and reproduce computer derivative works, which works shall belong to the licensor of the Software.
3. **Representations & Warranties:** Customer represents and warrants that: (1) it has full power to enter into this Agreement; (2) it has all rights, title, and interest in the Software and the right to copy or have copies made for its own use, and such rights can be conveyed to Gateway without restriction for the purposes contemplated herein; (3) modifications which the Customer requests Gateway to make to the Software do not infringe upon or misappropriate any copyright, patent, trade secret, or other proprietary rights of any third party; (4) the media upon which the Software is provided to Gateway by Customer is free from all defects and viruses; and (5) installation of the Software shall not by itself result in any performance problems or degradation of the Gateway Products.
4. **Export Control Compliance:** Customer shall comply with any applicable export control laws and regulations as they apply to the Software and/or the export of Gateway Products onto which the Software has been installed as contemplated by this Agreement, and shall obtain any permits and licenses required for the lawful export, operation and use of such Products or components thereof. Customer shall indemnify and defend Gateway against any breach of its obligations under this paragraph and shall pay all resulting costs, damages and attorney's fees related thereto.
5. **Indemnification:** To the extent permitted by law, the Customer agrees to indemnify, hold harmless and defend Gateway, its officers, directors, contractors and employees from and against any assertions, claims, causes of action, liabilities, costs, losses, and damages, including direct, indirect, or consequential damages arising out of or relating to any matter contemplated by this Agreement including: (1) alleged infringement or violation of any trademark, copyright, trade secret, right of publicity or privacy, patent or other proprietary right with respect to the Software; (2) any possession or use of confidential or proprietary information or trade secrets Customer has obtained from sources other than Gateway; (3) any Customer failure to comply with federal, state or local law (including notice of any ITAR encryption requirements); and (4) the breach of any representation, covenant or warranty stated herein.
6. **General Provisions:** All matters arising as between Gateway and Customer with respect to the subject matter of this Agreement which are not specifically addressed herein shall be governed by the Gateway Standard Terms and Conditions of Sale accompanying the Products, which are incorporated herein by this reference.

IN WITNESS WHEREOF Gateway and Customer have executed this Agreement as of the Effective Date by signature of their authorized representatives.

Gateway Companies, Inc.

BY: _____
TITLE: _____
DATE: _____

BY: _____
TITLE: _____
DATE: _____

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EXHIBIT A, Continued

STANDARD TERMS AND CONDITIONS FOR GATEWAY CUSTOM INTEGRATED SOLUTIONS

This Agreement sets forth the terms of your ("Buyer") order ("Order") for custom services from Gateway, Inc. or any of its subsidiaries or affiliates ("Gateway"). Upon its acceptance of your Order, Gateway will provide the services set forth in your Order on these terms and the terms in Gateway's Standard Terms of Sales and Limited Warranty Agreement (the "Terms of Sale"), which together are the complete agreement between you and Gateway.

1. **DEFINITIONS.** "Custom Software and Hardware" means software and hardware not listed on Gateway's standard product list. "Furnished Property" means Custom Software and Hardware purchased by Buyer and supplied to Gateway for custom order integration.
2. **BUYER'S OBLIGATIONS.** Buyer agrees to: provide to Gateway written authorization to place orders with hardware and software suppliers for and on behalf of Buyer and to be solely responsible for all costs and expenses therefor; be solely responsible for system compatibility testing of Custom Software and Hardware; obtain a valid and enforceable license to have Custom Software loaded on Gateway's products and use of the Custom Software in a legal and appropriate manner; and perform all other Buyer obligations as set forth in these terms and conditions.
3. **RETURN POLICY.** Buyer may return products under Gateway's return policy as provided in Section 3 of the Terms of Sale, except that (i) for Custom Hardware and Software, Gateway will act as Buyer's representative by returning such Custom Hardware or Software to the supplier and remitting to Buyer any proceeds, and (ii) for Products that have been customized to Buyer's specifications, the amount of any refund will be reduced by the greater of (a) 20% of the purchase price of the Products, or (b) costs Gateway incurs to eliminate custom features reasonably necessary to render such products commercially salable.
4. **GATEWAY'S OBLIGATIONS.** Gateway will procure on your behalf and as your agent the Custom Software and Hardware and integrate Custom Software and Hardware with Gateway products as specified in the Order. Gateway agrees to support Gateway-branded products as provided in the Terms of Sale. Such support shall not apply to any Custom Software and Hardware, whether integrated into a Gateway system or sold as a stand-alone item. Any support for Custom Hardware and Software should be obtained directly from the maker(s) and/or licensors of such Custom Hardware and Software. Gateway may, as a service to its customers, assist efforts to replace defective custom hardware covered under the maker(s) warranty, through facilitation of orders for replacement parts. Gateway shall not be responsible for any damages or losses that occur as a result of installation/integration of Custom Software or Hardware. Gateway will not install Custom Software on systems repaired at Buyer's location. Gateway may, in its discretion, install Custom Hardware and Software on systems that are repaired or replaced at a Gateway service facility.
5. **PERIOD OF PERFORMANCE.** Period of performance shall be the lesser of one (1) year from date of award or until all Orders have been completed. Gateway and Buyer shall have the option to extend the period of performance upon mutual agreement.
6. **FURNISHED PROPERTY.** Furnished Property shall be supplied to Gateway in sufficient time to enable Gateway to meet delivery schedules. Buyer shall provide a monthly forecast of expected purchases and Purchase Orders shall be issued with adequate lead-times to meet such forecasts. All Furnished Property shall be assigned a custom part number. The Furnished Property shall be segregated from standard Gateway inventory. Gateway shall not order Furnished Property for and on behalf of Buyer until receipt of an authorized Purchase Order from Buyer. Title to all Furnished Property shall remain in Buyer or Buyer's licensors of the furnished hardware or software.
7. **MATERIAL AND WORKMANSHIP; MODIFICATION.** All Furnished Property incorporated in the work covered by this Order are to be new and of the most suitable grade for the purpose intended. Reference to any Furnished Property by trade name, make or catalog number shall be regarded as establishing a standard of quality, and Gateway may substitute, upon written approval by Buyer, any item, material, or process which in Gateway's judgment is equal to that named.
8. **CHANGES TO ORDERS.** Changes within the scope of this Order shall be made by written notice from Buyer to Gateway. Change notices shall be provided fifteen (15) days prior to the requested change. All changes shall be evaluated for equitable adjustment and the prices shall be adjusted accordingly. Gateway reserves the right not to accept changes that it determines, in its sole discretion, are outside the scope of this Order.

9. **DISCLAIMER OF WARRANTIES.** IN ADDITION TO THE DISCLAIMER OF WARRANTIES SET FORTH IN THE TERMS OF SALE, GATEWAY (FOR ITSELF AND ON ITS BEHALF AND OF ITS LICENSORS) DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO THE CUSTOM SOFTWARE AND HARDWARE, INCLUDING ALL IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, DEFECTS IN DISKETTES OR OTHER PHYSICAL MEDIA AND DOCUMENTATION, OPERATION OF THE CUSTOM SOFTWARE AND HARDWARE, AND ANY PARTICULAR APPLICATION OR USE OF THE CUSTOM SOFTWARE AND HARDWARE.
10. **ADDITIONS TO PRICE.** Any tax, fee, duty, levy, or other charge which Gateway may be required by federal, state, municipal, or other law now in effect or hereafter enacted, to withhold, collect or pay with respect to the sale, delivery, or use of any Gateway product shall be added to the price of such product.
11. **EXPORT CONTROLS.** Buyer agrees to comply with export laws and regulations of the Government of the United States that may apply to Gateway products, and to obtain any licenses required for export. Buyer agrees not to export any Gateway products without first obtaining Gateway's approval and, if required, the permission of the U.S. Departments of Commerce or State, either in writing or as provided by applicable regulation. This requirement shall survive the expiration of this Order. Buyer further agrees not to transact business with any person or firm identified by the U.S. Departments of Commerce or Treasury as being denied the right to receive any U.S. product.
12. **INDEMNITY.** Buyer agrees to indemnify and hold harmless Gateway and its licensors against any and all demands, claims, actions or causes of action, losses, damages, liabilities, costs and expenses, including, without limitation, judgments, interest, penalties, settlement amounts, court costs and attorneys' fees and expenses, whether at law or equity, asserted against, imposed upon or incurred by Gateway or its licensors arising out of or relating to any misrepresentation, breach of warranty or covenant by Buyer under this Order, infringement of any patent, trademark, copyright, trade secret or other intellectual property right or any actual or alleged act or omission of Buyer related to its performance of its obligations hereunder.
13. **PAYMENT TERMS.** Unless otherwise specified on the front of this Order, the terms of payment for purchases made under this Order are net thirty (30) days from the date of Gateway's invoice to Buyer.
14. **GENERAL.** You may not assign this Agreement without Gateway's written consent. Gateway, Inc. and its subsidiaries and affiliates are intended beneficiaries of this Agreement. If there is any inconsistency between this Agreement, the Terms of Sale and/or any other agreement included with or relating to products or services purchased from Gateway, the Terms of Sale shall govern. This Agreement may not be modified, altered or amended without the written agreement of Gateway. Any additional or altered terms attached to your Order shall be null and void, unless expressly agreed to in writing by Gateway.

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Rev. 08.20.03

EXHIBIT A, Continued

STANDARD TERMS OF SALE AND LIMITED WARRANTY AGREEMENT

This Agreement applies to any order, purchase, receipt, delivery or use of any products and services (collectively, "purchase") from Gateway, Inc. or any of its subsidiaries or affiliates ("Gateway") or a Gateway authorized reseller ("Reseller"), unless you enter into a separate written agreement with Gateway. **THIS AGREEMENT APPLIES TO YOUR PURCHASE UNLESS YOU NOTIFY GATEWAY IN WRITING THAT YOU DO NOT AGREE TO THIS AGREEMENT WITHIN 15 DAYS AFTER YOU RECEIVE THIS AGREEMENT AND YOU RETURN YOUR PRODUCT OR CANCEL SERVICES UNDER GATEWAY'S REFUND POLICY. THIS AGREEMENT CONTAINS A DISPUTE RESOLUTION CLAUSE. PLEASE SEE SECTION 8 BELOW.**

- 1. Payment Terms.** Advertised prices are in U.S. dollars and exclude shipping, handling and taxes unless otherwise noted. You are responsible for paying all taxes associated with your order. Gateway may change prices without notice to you before Gateway enters your order and may modify and substitute products and components without notice to you prior to shipping. Payment is due at the time stated in your invoice or when product is shipped unless Gateway has extended credit to you. Amounts not paid when due bear interest at the rate of 1.5% per month (18% per annum) or the highest rate allowed under applicable law, whichever is lower. If you financed your purchase, the loan or lease transaction is between you and your lender, independent of your purchase from Gateway, except that Gateway may, at the request of your lender, withhold technical and warranty support and other services from you.
- 2. Shipping and Title.** Gateway will arrange to ship products to you. Title to products passes to you when Gateway delivers them to the shipper and risk of loss passes to you when the shipper delivers products to the address you designate. Title to software remains with the licensor of the software. Your use of software is subject to license agreements applicable to the software. You must notify Gateway of damaged or missing items from your order within 30 days after you receive your product.
- 3. Return Policy.** You may return products and cancel unused services within 15 days after you receive your product or are invoiced for services, except that E Series systems and server products may be returned within 30 days after you receive your product. To return products and cancel services you must follow Gateway's return procedures, including obtaining a return merchandise authorization (RMA) kit and returning products within 7 days after you receive an RMA kit. Gateway will refund the original purchase price of products, unperformed services and related sales taxes. **SHIPPING & HANDLING FEES (INCLUDING RELATED SALES TAXES) ARE NOT REFUNDABLE. YOU ARE RESPONSIBLE FOR PRODUCTS UNTIL GATEWAY RECEIVES THEM. YOU WILL BE**
- CHARGED SHIPPING AND HANDLING OR RESTOCKING FEES TO RETURN PRODUCTS.** Returned products must be in the same condition as you received them. You must return all pre-loaded software with the product to obtain a refund for the product, and you may only return pre-loaded software if you choose to return the product. You may return other software only if the package has not been opened. **THIS RETURN POLICY IS NOT A WARRANTY. NOTE:** Gateway will not accept for return any products you purchased from a Reseller. Additional restrictions may apply on certain products purchased from the Gateway Accessory Store. Please visit our Help pages for more information.
- 4. Technical Support.** Gateway will provide technical support for products at no additional charge for 30 days from the date of shipment or invoice or, if longer, the period stated in your service package. For Gateway-branded personal computers and servers, the scope of technical support consists of helping you reinstall the operating system and factory-installed software and restore it to the original factory configuration. In addition, during your support period Gateway will assist you with (i) installation of any network operating system ("NOS") purchased by you from Gateway; (ii) configuration of the NOS software so that it works with the networked Gateway computers you purchased; (iii) setup of the NOS software so that it is fully integrated with other products you purchased from Gateway; and (iv) troubleshooting issues associated with the NOS software and assistance with NOS error messages. Technical support for issues beyond the scope of this basic technical support may be available under other service packages. Gateway provides technical support via on-line, telephone and other methods. Gateway may change the means through which it provides technical support at any time. Gateway does not guarantee that software will be free from errors, either in isolation or in combination with hardware.
- 5. Product Warranty.** Gateway warrants to the original purchaser or, for products purchased from a Reseller, to the original end-user that Gateway-branded products will be free from defects in materials and workmanship from the

date of shipment for 30 days from the date of shipment or invoice or, if longer, the period stated in the product manual or your service package. During the warranty period, Gateway will, at its option: (1) provide replacement parts necessary to repair the product, (2) replace the product with a comparable product, or (3) refund the amount you paid for the product, LESS DEPRECIATION, upon its return. Gateway or a third party service provider, under a separate agreement between you and the service provider, will provide labor to resolve warranty issues during your warranty period. Repair services are available at your location only if provided as part of the service package you purchased. Gateway will determine how and where repair services are provided, and you may be required to deliver your product to an authorized service location. Replacement parts or products will be new or serviceably used, comparable in function and performance to the original part or product, and warranted for the remainder of the original warranty period or, if longer, 30 days after they are shipped to you. You authorize Gateway to send replacement parts and products to an authorized third party service provider. Purchasing additional products from Gateway does not extend your warranty period. To obtain service under this limited warranty, you must follow Gateway's warranty procedures. If Gateway asks you to return defective parts or products, you must do so within 7 days after you receive the replacement parts or products. Gateway will charge you for replacement parts or products if you fail to do so. If you are a domestic U.S. customer who purchased a product directly from Gateway, Gateway will arrange to ship replacement parts or products to and from you, and will pay the shipping costs. If you live outside the United States, the details of your warranty service may vary as described below. **THIS LIMITED WARRANTY COVERS NORMAL USE. GATEWAY DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR DAMAGES CAUSED BY MISUSE, ABUSE, ACCIDENTS, VIRUSES, UNAUTHORIZED SERVICE OR PARTS, OR THE COMBINATION OF GATEWAY BRANDED PRODUCTS WITH OTHER PRODUCTS. THIS LIMITED WARRANTY DOES NOT COVER SOFTWARE OR NON-GATEWAY BRANDED PRODUCTS. ANY WARRANTY APPLICABLE TO SOFTWARE OR NON-GATEWAY BRANDED PRODUCTS IS PROVIDED BY THE ORIGINAL MANUFACTURER.**

6. **Services and Service Warranty.** The terms of services provided to you by Gateway consist of this Agreement and the additional terms stated in separate services descriptions provided by Gateway. For a period of 30 days after services are performed, Gateway warrants that services provided by it will be performed in a professional

and workmanlike manner. You should back up all files before services are performed. **GATEWAY IS NOT RESPONSIBLE FOR ANY LOSS OF YOUR DATA.**

7. **Disclaimer of Warranties; Limitation of Liability.** EXCEPT FOR THE WARRANTIES EXPRESSED IN THIS AGREEMENT, GATEWAY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW. THE TERM OF ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED ARE LIMITED TO THE TERM OF THIS AGREEMENT. GATEWAY'S AND YOUR MAXIMUM LIABILITY TO THE OTHER IS LIMITED TO THE PURCHASE PRICE YOU PAID FOR PRODUCTS OR SERVICES PLUS INTEREST AS ALLOWED BY LAW. NEITHER YOU NOR GATEWAY IS LIABLE TO THE OTHER IF YOU OR IT ARE UNABLE TO PERFORM DUE TO EVENTS YOU OR IT ARE NOT ABLE TO CONTROL, SUCH AS ACTS OF GOD, OR FOR PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, OTHER THAN THOSE DAMAGES THAT ARE INCAPABLE OF LIMITATION, EXCLUSION OR RESTRICTION UNDER APPLICABLE LAW. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.
8. **Dispute Resolution.** You and Gateway agree that any Dispute between You and Gateway will be resolved exclusively and finally by arbitration administered by the National Arbitration Forum (NAF) and conducted under its rules, except as otherwise provided below. You and Gateway will agree on another arbitration forum if NAF ceases operations. The arbitration will be conducted before a single arbitrator, and will be limited solely to the Dispute between You and Gateway. The arbitration, or any portion of it, will not be

consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The arbitration shall be held at any reasonable location near your residence by submission of documents, by telephone, online or in person whichever method of presentation You choose. If You prevail in the arbitration of any Dispute with Gateway, Gateway will reimburse You for any fees you paid to NAF in connection with the arbitration. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction. Should either party bring a Dispute in a forum other than NAF, the arbitrator may award the other party its reasonable costs and expenses, including attorneys' fees, incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this dispute resolution provision. You understand that, in the absence of this provision, You would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that You have expressly and knowingly waived those rights and agreed to resolve any Disputes through binding arbitration in accordance with the provisions of this paragraph. This arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, et seq. For the purposes of this provision, the term "Dispute" means any dispute, controversy, or claim arising out of or relating to (i) this Agreement, its interpretation, or the breach, termination, applicability or validity thereof, (ii) the related order for, purchase, delivery, receipt or use of any product or service from Gateway, or iii) any other dispute arising out of or relating to the relationship between You and Gateway; the term "Gateway" means Gateway, Inc, its parents, subsidiaries, affiliates, directors, officers, employees, beneficiaries, agents, assigns, component suppliers (both hardware and software), and/or any third party who provides products or services purchased from or distributed by Gateway; and the term "You" means you, or those in privity with you, such as family members or beneficiaries. Information may be obtained from the NAF on line at www.arb-forum.com, by calling 800-474-2371 or writing to P.O. Box 50191, Minneapolis, MN, 55405.

additional or altered terms attached to your order shall be null and void, unless expressly agreed to in writing by Gateway. If any term of this Agreement is illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired. This Agreement shall be interpreted under the laws of the State of South Dakota, without giving effect to conflicts of law rules.

9. **General.** You may not assign this Agreement without Gateway's written consent. Gateway, Inc. and its subsidiaries and affiliates are intended beneficiaries of this Agreement. If there is any inconsistency between this Agreement and any other agreement included with or relating to products or services purchased from Gateway, this Agreement shall govern. This Agreement may not be modified, altered or amended without the written agreement of Gateway. Any

Privacy Notice. Gateway respects our customers' right to privacy and will take all appropriate steps to keep your personal information confidential. You can review Gateway's Privacy Policy on our web site. The Privacy Policy also explains how you can update your information and elect not to receive email marketing solicitations from Gateway. In addition, Gateway obtains customer information from other companies that provide products and services to our customers. By purchasing, registering for or using other companies' products and services that are distributed by Gateway, you agree that these companies may transfer your customer information to Gateway. Gateway will maintain and use your customer information in accordance with its Privacy Policy.

For Residents of Canada:

1. This Agreement is subject to the applicable provisions of Canadian consumer protection laws that cannot be derogated from by private agreement.
2. **Shipping and Title** You must comply with all applicable export laws and regulations of Canada, the United States and other relevant countries if you export the Product outside Canada.
3. **Return Policy.** Gateway does not accept for return any products purchased from a reseller. To return products to Gateway, contact Gateway Canada Tech Support and follow the instructions you receive. In all cases, Gateway will not be responsible for any shipping and handling charges to and from Gateway, or paying or refunding customs fees or taxes that may be due.
4. **Language.** You confirm your request that this Agreement and all documents related directly or indirectly thereto be drafted in the English language. Vous reconnaissez avoir requis que la présente convention ainsi que tous les documents qui s'y rattachent directement ou indirectement soient rédigés en langue anglaise.

For Residents of Mexico:

1. **Shipping and Title.** You must comply with all applicable export laws and regulations of Mexico, the United States and other relevant countries if you export the Product outside Mexico.
2. **Return Policy.** Gateway does not accept for return any products purchased from a reseller. To return products to Gateway, contact Gateway Mexico Tech Support and follow the instructions you receive. To return a product purchased directly from Gateway in the United States, contact Gateway International Support in the United States and follow the instructions you receive. In all cases, Gateway will not be responsible for any shipping and handling charges to and from Gateway, or paying or refunding customs fees, taxes, or VAT that may be due.

For All International Customers:

The standard warranty stated above also applies to Gateway products shipped to a country outside the United States, *provided that* customers outside the United States and Canada are responsible for paying all freight charges incurred in shipping, importing/exporting and receiving replacement products and parts and for arranging and paying for the shipment of any defective part(s) back to the Gateway. All international customers are responsible for all customs duties, VAT and other associated taxes and charges.

Please send correspondence about this Agreement to:
Gateway Customer Services Department
610 Gateway Drive
Attn: Warranty Services
North Sioux City, SD 57049

EXHIBIT B - COMPLAINT RESOLUTION

The following describe Gateway's Complaint Resolution Procedures. Timelines are dictated case-by-case. Gateway strives to facilitate resolutions as timely as possible.

A. Technical Support

1. Procedures for Service and Equipment
 - a. The initial contact with a Gateway Technical Support Professional focuses on diagnosing symptoms to determine/implement an immediate resolution.
 - b. If the Technical Support Professional cannot resolve the issue, s/he obtains assistance from a Senior Level Support Professional.
 - c. If the Senior Level Support Professional cannot resolve the issue, it's escalated directly into the Advanced Services Lab.
2. The Advanced Services Lab technicians interface directly with Sustaining Engineering, Manufacturing, and vendors as needed to resolve the issue. The lab representative takes complete ownership of the issue and works continuously until the resolution is achieved.

B. Billing

Procedures for Billing Issues/Disputes

1. When a WSCA Purchasing Entity experiences billing issues, the Purchasing Entity will contact the dedicated Sales Support member or Account Executive.
2. The Support Member or Account Executive will first look at the transaction and work directly with the Gateway billing department to resolve the issue or dispute.
3. If the issue/dispute is not readily resolved, the Support Member or Account Executive will put the Purchasing Entity in direct contact with our billing personnel. Currently, Gateway has dedicated billing personnel for territories.
4. For those issues/disputes that result from an overcharge to the customer, Gateway will provide a credit to the customer's account or a refund check.
5. In cases where the issue/dispute is found to be accurate, Gateway will work with the Purchasing Entity to understand the description of the charges and work with them to resolve the outstanding amount.

C. Complaint Resolution Executive Response Team (ERT)

Procedures for Complaints

Gateway recognizes that consistently high customer satisfaction is the key to our success. Gateway also recognizes that in order to achieve this we must be able to provide immediate responses to important customer calls. Therefore, Gateway created the Executive Response Team (ERT) to handle such important customer calls. The ERT is designed to quickly engage the Gateway personnel responsible for handling the customer's specific issue/question resulting in an expeditious and satisfactory resolution of the customer's call.

EXHIBIT C - VALUE ADDED SERVICES

Contact the Contractor for more details on these services and their related costs.

A. Built-to-Order Services

From standard services to customized support, Gateway can help maximize your investment and lower your total cost of ownership. Our award-winning support is one of the most efficient ways to ensure uptime, manage daily problems and offer exceptional service. We can help free up IT staff and streamline network management. Many of these services are priced on multiple factors such as the statement of work, travel time, quantity of units, etc. Benefits of these services include:

1. Single Point of Contact – On-site, on-line or over the phone
2. Customized System and Network Support to meet your needs
3. Free Up Your IT Staff with Gateway's end user system and application support
4. Save Time with immediate access to senior-level technicians
5. Minimize Downtime with committed 4-hour onsite response times
6. Control the Total Cost of System Repairs with extended service plans

B. Support & Maintenance Services

1. Service Plans – All Gateway systems are built for reliable performance and backed by our award-winning service and support. Gateway recommends our customers assess their organization's use of technology and consider enhancing their limited warranty coverage to protect their IT staff from repair hassles and from unplanned expenses. Some of the options available to Gateway's customers include:

- a. Extended Service Plans – A cost-effective solution to solve day-to-day issues without adding to your IT workload. Extended service plans, up to five years, are a sound investment to lengthen the usable life of systems.
- b. 4-Hour On-Site Response Service for Servers – The highest level of technical support, ensuring a quick network recovery. A Gateway Server Engineer is at your location within four hours of your initial call.
 - On-Site Response Coverage for 4-Hour Response for Servers - Gateway has 4-hour response plan coverage throughout the majority of the United States
 - On-Site Replacement Service Availability
 - 5x9 service – Available five days a week, Monday through Friday, from 8:00 a.m. to 5:00 p.m., excluding holidays
 - 7x24 service – Available seven days a week, 24 hours per day
 - Available in increments of 3, 4, or 5 years
- c. 2-Hour On-Site Response Service for Servers– The highest level of technical support, ensuring a quick network recovery. A Gateway Server Engineer is at your location within four hours of your initial call.
 - On-Site Response Coverage for 2-Hour Response for Servers - Available in selected cities across the continental United States.
 - On-Site Replacement Service Availability - 7x24x365 service – Available seven days a week 24 hours per day 365 days per year. Available coverage for up to 5 years from date of purchase.

2. Accidental Damage Protection
3. eSupport - Asset Management and e-Mail alerts
4. Personalized Help Desk Services
5. Escalation Advisor
6. System Management Services

C. Installation Services

1. Installation Services for Servers
2. Installation Services for PCs
3. 90-Day Server Guarantee

D. Custom Integrated Solutions

1. Software Image Installation
2. Custom Hardware
3. Asset/Info Tags
4. Network Configuration
5. Delivery Logistics

E. Training

1. Gateway Managed Learning Platform
2. Gateway Training and Development Courses
3. Training for Office End Users
4. Training for Business and Project Management
5. Training for Database Professionals
6. Training for Network Professionals
7. Training for Professionals

F. Additional Services

1. Asset Recovery
2. Corporate E-mail Service
3. Network Integration Services
4. Esource
5. Gateway's Account Management Program
6. Gateway eProcurement Solutions
7. Gateway's Authorized Service Provider (Self Maintainer) Program
8. The Network Solution Provider (NSP) program
9. Gateway OS Migration Services
10. Gateway Biometrics Solution
11. Asset Management System



WSCA/NASPO Contract Administration

112 Administration Building

50 Sherburne Avenue

St. Paul, MN 55155

Fax: 651.297.3996

TTY: MN Relay Service 1.800.627.3529

<http://www.mmd.admin.state.mn.us>

**AMENDMENT NUMBER: ONE (1)
TO CONTRACT NUMBER: A63308**

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration, for the WSCA/NASPO ("Lead State") and Gateway Companies (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. A63308, effective September 1, 2004, through August 31, 2007, to provide direct-from-manufacturer personal computer equipment and related devices, software and services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. Change the definition of "Peripherals" to read: "Peripherals" include but are not limited to storage, printers (including multifunction network print/fax/scanner devices), scanners (used in conjunction with computing equipment), monitors, keyboards, uninterruptible power supplies (UPS) and accessories. Adaptive/Assistive technology devices are included as well as configurations for education. A third party may manufacture peripherals. The Contractor shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.

This Amendment is effective beginning on September 1, 2004, and shall remain in effect until August 31, 2007, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

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**WSCA/NASPO Contract Administration**

112 Administration Building

50 Sherburne Avenue

St. Paul, MN 55155

Fax: 651.297.3996

TTY: MN Relay Service 1.800.627.3529

<http://www.mmd.admin.state.mn.us>

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. CONTRACTOR**GATEWAY COMPANIES**

The Contractor certifies that the appropriate person(s) have executed this document on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: for
Title: Mary Jane Sweeney, Senior Manager ContractsDate: 9.1.04**2. LEAD STATE****MATERIALS MANAGEMENT DIVISION**

In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: Title: Acquisition Management SpecialistDate: 9/3/04

By: _____

Title: _____

Date: _____

3. LEAD STATE**COMMISSIONER OF ADMINISTRATION**

Or delegated representative.

By: Date: 10 SEP 04